

Below is the Order of the Court.



Brian D. Lynch

Brian D. Lynch
U.S. Bankruptcy Judge
(Dated as of Entered on Docket date above)

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON - TACOMA DIVISION

In re
WERNER E. KLEE AND KATHLEEN J.
KLEE,
Debtor(s).

Case No. 09-49455-BDL
Honorable Brian D. Lynch

STIPULATION AND ORDER
GRANTING ADEQUATE
PROTECTION

This Stipulation and Order Granting Adequate Protection ("Stipulation") is entered into by and between the Secured Creditor, Aurora Loan Services, LLC (hereinafter "**Movant**"), and Werner E. Klee and Kathleen J. Klee (hereinafter "**Debtors**") by and through their respective attorneys of record.

The property which is the subject of this matter is commonly known as 129 Anderson Hill Road, Curtis, Washington 98538 ("**Subject Property**"), which is more fully described as follows:

LOT 1 OF LARGE LOT SUBDIVISION NO. LLS-04-0007, RECORDED ON

RITE DUNCAN, LLP
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933
Telephone: (858) 750-7600

1 NOVEMBER 30, 2005 UNDER AUDITOR'S FILE NO. 3238585, IN THE WEST
2 HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
3 SECTION 31, TOWNSHIP 13 NORTH, RANGE 3 WEST, W.M. TOGETHER
4 WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THAT
5 CERTAIN 60 FOOT WIDE STRIP AS DELINEATED ON SAID LARGE LOT
6 SUBDIVISION. LEWIS COUNTY, WASHINGTON

7
8 **THE PARTIES STIPULATE AS FOLLOWS:**

9 1. Debtors shall tender to Movant regular monthly payments in the sum of \$800.00,
10 commencing November 1, 2011 and continuing on the first day of each month thereafter until the
11 Debtors' Plan is confirmed.

12 2. During the time this Stipulation is in effect, and in addition to the required monthly
13 payment of \$800.00 described in paragraph 1 above, Debtors shall tender to Movant escrow
14 payments for any and all real property taxes and real property and hazard insurance for the Subject
15 Property. Said escrow payments shall be made at the same time as the regular monthly payment
16 required by paragraph 1 commencing on November 1, 2011 and continuing on the first day of each
17 month thereafter until a Termination Event or Sale Event as described herein.

18 3. In the event of any future default on any of the above-described provisions, inclusive
19 of this Stipulation/Order, Movant shall provide written notice to Debtors at Werner E. Klee PO Box
20 7, Curtis, WA 98538, and Kathleen J. Klee P.O. Box 7, Curtis, WA 98538, and to Debtors' attorney
21 of record, Joel G. Green, at Joel G Green Attorney at Law, 411 25th Ave E, Seattle, WA 98112-
22 4717, Richard A Paroutaud, Mano McKerricher & Paroutaud Inc PC, PO Box 1123, Chehalis, WA
23 98532, indicating the nature of the default. If Debtors fail to cure the default after the passage of ten
24 (10) calendar days from the date said written notice is placed in the mail, then Movant may file an
25 Ex Parte Declaration of Non-Cure and an Order Terminating the Automatic Stay with the court.
26 Upon entry of said Order Terminating the Automatic Stay, the Automatic Stay shall be immediately
27 terminated as to Movant, and Movant may proceed to foreclose its security interest in the Subject
28 Property under the terms of the Note and Deed of Trust and pursuant to applicable state law and
thereafter commence any action necessary to obtain complete possession of the Subject Property
without further order or proceeding of this Court.

4. The acceptance by Movant of a late or partial payment shall not act as a waiver of

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1 Movant's right to proceed hereunder.

2 5. Movant shall comply with the above provisions as to the first default. Upon the
3 second default, under the above-described provisions, Movant shall immediately be entitled to file
4 an Ex Parte Declaration of Non-Cure and an Order Terminating Automatic Stay with the Court as to
5 Movant. Upon entry of said Order Terminating Automatic Stay, the Automatic Stay shall be
6 immediately terminated as to Movant, and Movant may proceed to foreclose its security interest in
7 the Subject Property under the terms of the Note and Deed of Trust and pursuant to applicable state
8 law and thereafter commence any action necessary to obtain complete possession of the Subject
9 Property without further order or proceeding of this Court.

10 6. In the event that Movant is granted relief from the Automatic Stay hereunder, the
11 parties hereby stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

12 7. In the event Debtors' case is converted to a Chapter 7 proceeding, the Automatic Stay
13 shall be terminated without further notice, order, or proceedings of the court. If the Automatic Stay
14 is terminated as a matter of law, the terms of this Order shall immediately cease in effect and
15 Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the
16 property and/or against the Debtors.

17 8. Any notice that Movant shall give to Debtors, or attorney for Debtors, pursuant to this
18 Order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15
19 U.S.C. §1692.

20 9. The foregoing terms and conditions shall be binding only during the pendency of this
21 bankruptcy case. If, at any time, the stay is terminated with respect to the Subject Property by court
22 order or by operation of law, the foregoing terms and conditions shall cease to be binding and
23 Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the
24 Subject Property and/or against the Debtors.

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1 10. The parties agree that a facsimile of a signature to this Stipulation can be treated as
2 and shall have the same force and effect as an original signature. The parties further agree that this
3 Stipulation/Order may be executed in counterparts.

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5 IT IS SO STIPULATED:

6
7 PITE DUNCAN, LLP

8
9 Dated: 12/7/2011

/s/Jesse A. P. Baker

JESSE A. P. BAKER

Attorneys for AURORA LOAN SERVICES, LLC

10
11
12 DATED: 12/6/11



RICHARD PAROUTAUD
Attorneys for Debtors

13
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15
16 /// End of Order///

17 Presented By:

18 /s/ Jesse Baker

JESSE BAKER WSBA #36077

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